

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

INSURANCE COMPANY OF GREATER	)	
NEW YORK, as subrogee of Chelsea Crossing of	)	
Southfield Condominium Association,	)	Case No. 22-cv-11030
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
DEANNA JOHNSON, a Michigan resident,	)	
	)	
Defendant.	)	

**COMPLAINT AT LAW**

NOW COMES the Plaintiff, INSURANCE COMPANY OF GREATER NEW YORK, as subrogee of Chelsea Crossing of Southfield Condominium Association, by and through its attorneys, Foran Glennon Palandech Ponzi & Rudloff PC, and complaining of the Defendant DEANNA JOHNSON, states as follows:

**PARTIES**

1. Plaintiff INSURANCE COMPANY OF GREATER NEW YORK (hereinafter “GNY”) is a corporation organized and existing under the laws of New York, having its principal place of business located at 200 Madison Avenue, New York, New York 10016. GNY provides insurance products and services in several states, including in the State of Illinois.

2. At all times relevant hereto, GNY insured the building with the listed address of 29752 Farmbrook Villa Lane in Southfield, Michigan (hereinafter “the Building”) pursuant to policy number 6121M18929. Chelsea Crossing of Southfield Condominium Association (hereinafter “Association”) is named as the insured under the policy.

3. Defendant DEANNA JOHNSON (hereinafter “Johnson”) at all times relevant was a resident of the State of Michigan.

### **JURISDICTION**

4. The Court has diversity jurisdiction over this lawsuit under 28 U.S.C § 1332(a)(1) because complete diversity of citizenship exists, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

### **VENUE**

5. Venue is proper in this District under 28 U.S. C. §1391(a) because the acts or omissions giving rise to the claim occurred within this District and because the property that is the subject of this action is situated in this District.

### **FACTUAL BACKGROUND**

6. On May 21, 2019, Johnson was leasing the Building from the owner of the condominium. On that day, she was using her stovetop in the kitchen.

7. Upon information and belief, Johnson carelessly left food on the stovetop unattended, causing a fire.

8. The fire caused significant fire damage to the Building, as well as damage to the mechanical room which operated the swimming pool located in the back of the Building.

9. The fire also resulted in the exposure of asbestos fibers in the laundry room of the Building.

### **COUNT I – NEGLIGENCE**

1 – 9. Plaintiff hereby adopts and incorporates by reference Paragraphs 1 –9 as and for Paragraphs 1 – 9 of this Count I as if fully set forth herein.

10. At all times relevant hereto, Johnson owed the Association a duty to exercise reasonable care in her occupancy of the Building.

11. Notwithstanding her aforesaid duty, Defendant Johnson committed one or more of the following negligent acts and/or omissions:

- a. Negligently, carelessly and improperly failed to monitor the kitchen stove;
- b. Negligently, carelessly and improperly stepped away from the kitchen stove while it was still on; and
- c. Otherwise acted negligently, carelessly and improperly.

12. As a direct and proximate result of Johnson negligence, on May 21, 2019, the fire caused substantial damages in damages in excess of \$75,000.00.

13. Following the May 21, 2019 fire, and pursuant to its policy of insurance which insured the Building, GNY paid insurance proceeds to the Association in excess of \$75,000.00. As a result of GNY's foregoing payment to the Association, GNY is an actual bona fide subrogee of the Association, possessing all of the Association's rights to the full extent of its payment.

WHEREFORE for the foregoing reasons, Plaintiff INSURANCE COMPANY OF NEW YORK, as subrogee of Chelsea Crossing of Southfield Condominium Association, prays this Honorable Court enter judgment in its favor and against Defendant DEANNA JOHNSON in an amount in excess of \$75,000.00, plus any and all pre- and post-judgment interest, costs, and fees to which Plaintiff may be entitled.

Respectfully Submitted,

/s/ Brian E. Devilling

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